

03-04-2003

FORM PTO-1594
(Rev. 6-93)

RECORD

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0611-0011 (Exp. 4/94)

102379606

Docket 2946

To the Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Alan Robert BURNS

2.20.03

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State-
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 14 September, 2000

2. Name and address of receiving party(ies):

CROCODILE TYRES LTD
 ACN 094 457 468 of C/-Marine Rubber Pty Ltd,
 26 Rous Head Road,
 North Freemantle, Western Australia
 AUSTRALIA

- ☐ Individual(s) citizenship - USA
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-Australia
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☒ Yes ☐ No
 (Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or Registration number(s):

A. Trademark Application No.(s)

76/084,231

B. Trademark No.(s)

Additional numbers attached? Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Ralph H. Dougherty
DOUGHERTY, CLEMENTS & HOFER
 1901 Roxborough Road, Suite 300
 Charlotte, North Carolina 28211

6. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41)..... \$ 40.00

- ☒ Credit Card Payment Form Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/03/2003 J1011042 00000013 76084231

01 FD:8521

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ralph H. Dougherty
 Name of Person Signing

Signature

Date

2/13/03Total number of pages including cover sheet, attachments, and documents: 14

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, DC 20231

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TRADEMARK
 REEL: 002682 FRAME: 0342

**DEED OF ASSIGNMENT OF PATENTS TRADEMARKS AND
INTELLECTUAL PROPERTY RIGHTS AND UNDERTAKING IN RELATION TO
INTERNET DOMAIN NAMES AND REGISTERED BUSINESS NAMES**

THIS DEED is made the 14 day of SEPTEMBER 2000

TRA INVOICE - ABN 45 320 599 544
WESTERN AUSTRALIA STAMP DUTY
29/01/01 13:15 001450880-001
*****20.00

BETWEEN: **ALAN ROBERT BURNS** of 30 Irvine Street, ~~Peppermint Grove~~,
Western Australia (hereinafter called "**the Assignor**"),

AND: **CROCODILE TYRES LTD**, ACN 094 457 468 of C/- Marine Rubber
Pty Ltd, 26 Rous Head Road, North Fremantle, Western Australia
(hereinafter called "**the Assignee**").

WHEREAS:

- A. The Assignor is the owner of all Intellectual Property rights in and to the Inventions known as the non-pneumatic tyre and the traction device and all systems and processes described in the Patent Applications relating to the Inventions as hereinafter defined.
- B. The Assignor has agreed to assign to the Assignee all right, title and interest in and to the Inventions and all Intellectual Property rights therein, including but not limited to the Patents and the Trademarks as hereinafter defined.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions in this Deed:

[Signature]
ACQUIRED AFTER
JUNE 1ST 1999

"**Confidential Information**" means any information related to the Inventions, including:

- (a) details of any Intellectual Property in the Inventions including but not limited to processes, techniques, engineering methods, drawings, prototypes, drafts, diagrams, methods of operation, loose notes, diaries, memorandum, drawings, photographs, computer print outs, concepts not reduced to material form, data, specifications, designs, plans, designs, records or any other document or thing brought into creation in relation to the Inventions; and
- (b) details of any future patentable inventions, future know how, future improvements or future modifications related to the Inventions.

"Executive Service Agreement" means the Executive Service Agreement in the form annexed to the Schedule to be executed between the Assignor and the Assignee simultaneously with the execution of this Deed.

"Intellectual Property" means all copyright and all rights in relation to inventions, patents, registered and unregistered trademarks (including service marks), registered and unregistered designs, trade secrets, ideas, know how, concepts, techniques, confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any application or right to apply for registration of such rights and includes both legal and equitable rights.

"Inventions" means:

- (a) the non-pneumatic tyre and the traction device described in the Patent Applications; *LODGED AFTER JUNE 1ST 1999*
- (b) any future improvements to or alterations of any kind to the Inventions and all present and future modifications, models and prototypes of the Inventions;
- (c) all present and future know how and all parts, accessories or other products derived from or related to the Inventions; and
- (d) two and three dimensional drawings, sketches, drafts and computer aided designs, data, engravings, sculptures, moulds, prototypes and dies made for the manufacture of or in relation to the Inventions.

"Patent Applications" means all the patent applications already lodged, including but not limited to, Patent Co-operation Treaty International Application Number PCT/AU00/00653 and Australian Patent Applications Nos. PQ 6425 and PQ 0871, or to be lodged in the future by the Assignor or the Assignee in Australia or anywhere else in the world in relation to any improvements, modifications or alterations of any kind to the Inventions together with know how, prototypes and all parts, accessories or other products derived from or related to the Inventions; *BUT EXCLUDING ALL THOSE PATENT APPLICATIONS LODGED PRIOR TO JUNE 1ST 1999*

"Trademarks" means the registered and unregistered trademarks listed in the Schedule hereto.

1.2. Interpretations in this Deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) words denoting the singular number include the plural and vice versa;
- (c) words denoting individuals include corporations and vice versa;
- (d) references to clauses are references to clauses, sub-clauses and paragraphs of this Deed;
- (e) references to this Deed or any other document include references to them as amended, novated, supplemented, varied or replaced from time to time;
- (f) references to any party to this Deed include its successors or permitted assigns;
- (g) a covenant agreement representation warranty or undertaking entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally; and
- (h) words denoting any gender include all genders.

2. ASSIGNMENT

2.1. The Assignor hereby assigns to the Assignee:

- 2.1.1 any and all of the Intellectual Property rights that he presently has or may in the future have in, and in relation to, the Inventions;
- 2.1.2 all of the Assignor's rights to the Patent Applications; and
- 2.1.3 all of the Assignor's rights to the Trademarks.

2.2. In consideration of the assignment in clause 2.1, the Assignee agrees to:

- 2.2.1 allot and issue to the Assignor ^{19 Oct} ~~15~~ million fully paid ordinary shares in the Assignee (which shares the Assignor and the Assignee agree have a value of one-half of a cent (0.5¢) per share); and
- 2.2.2 grant to the Assignor options to acquire a further ^{9 Oct} ~~7,500,000~~ ^{nine} million five hundred thousand) fully paid ordinary shares in the Assignee, which options shall be exercisable at any time on or before 31 December 2004 at an exercise price of 30 cents (30¢) per share payable on exercise of the options.

- 2.3. The assignment referred to in clause 2.1 is absolute, worldwide and includes the Intellectual Property rights in any future improvements or modifications to the Inventions undertaken by the Assignor at any time.

3. **ASSIGNOR'S WARRANTIES**

- 3.1. The Assignor warrants to the Assignee that:

- a) neither the execution of this Deed nor the performance by the Assignor of his obligations under this Deed will cause the Assignor to be in breach of any agreement or any fiduciary obligations under any agreement to which he is a party or is subject;
- b) the Assignor has full right and title to any and all Intellectual Property rights in the Inventions the Patent Applications and the Trademarks;
- c) the Assignor has not granted or agreed to grant any licence, lease, option, right or interest to any person in any Intellectual Property rights in the Inventions, the Patent Applications or the Trademarks;
- d) the Assignor has not sold, assigned or encumbered or agreed to sell, assign or encumber any Intellectual Property rights in the Inventions, the Patent Applications or the Trademarks;
- e) the Intellectual Property Rights in the Inventions and the Patent Applications and the Trademarks are free of all mortgages, charges, liens and other encumbrances of any nature whatsoever;
- f) to the best of the Assignor's knowledge information and belief, the use or commercialisation by the Assignee of any Intellectual Property rights in the Inventions the Patent Applications and the Trademarks will not infringe any Intellectual Property rights of any person nor give rise to payment by the Assignee of any royalty to any third party or to any liability to pay compensation; and
- g) other than the parties to this Deed and except in the course of instructing its patent attorneys or solicitors in relation to:
 - i) the protection of any Intellectual Property rights in the Inventions; and

ii) this Deed,

the Assignor has not disclosed (other than under the terms of a confidentiality agreement) and will not disclose any Confidential Information relating to the Inventions to any third party.

4. INDEMNITY

4.1 The Assignor hereby indemnifies and agrees to keep indemnified the Assignee against all and any claims loss or damage (including but not limited to legal costs as between solicitor and client on a full indemnity basis) which the Assignee may suffer or sustain directly or indirectly in consequence of any breach of the Assignor's warranties contained in clause 3 of this Deed.

5. FURTHER ASSURANCES AND POWER OF ATTORNEY

5.1 Each of the parties to this Deed shall do all such other acts, matters and things as may be necessary to give effect to the provisions of this Deed.

5.2 The Assignor hereby irrevocably appoints the Assignee or any Director of the Assignee as the lawful attorney of the Assignor to sign and execute all documents required in any country in relation to the Patent Applications and the Trademarks and the transfer thereof to the Assignee. The Assignor covenants agrees and undertakes to sign a separate formal Power of Attorney for this purpose if and whenever required by the Assignee.

6. GOVERNING LAW AND COSTS

6.1 This Deed will be governed by and construed in accordance with the laws of Western Australia.

6.2 Each party will bear their own costs in relation to this Deed and the Assignee will pay all stamp duties payable in relation to this Deed.

7. EXECUTIVE SERVICE AGREEMENT

7.1 The Assignor and the Assignee shall enter into the Executive Service Agreement simultaneously with the execution of this Deed.

8. **INTERNET DOMAIN NAMES AND REGISTERED BUSINESS NAMES**

8.1. The Assignor and/or Burns Tyres Pty Ltd and/or Marine Rubber Pty Ltd (both of which are companies associated with and controlled by the Assignor as the Assignor hereby warrants) is the legal and equitable owner of certain internet domain names and the registered business name described in the Schedule to this Deed.

8.2. The Assignor, for and in consideration of the allotment and issue of shares to the Assignor as set out in clause 2.2.1 (and for no additional consideration) hereby covenants agrees and undertakes to forthwith take all steps necessary to procure that the Assignee will become legally entitled to acquire all legal and equitable rights in and to such internet domain names and the registered business name as set out in the Schedule and the Assignor further covenants agrees and undertakes to execute and/or procure the execution of all such documents as may be required for this purpose forthwith after signature of this Deed.

AND THE COSTS
OF SO DOING

SCHEDULE

Registered Trademarks

AUSTRALIA

Trade Mark CROCODILE, CROCODILE TYRES, CROCODILE TIRES,
CROCODILE CLAMP ON TYRES
Trade Mark No 799221
Filing Date 2 July 1999
Class 12
Status Registered
Goods Tyres; tyre parts; tyre fittings; tyre assemblies; wheel rims; endless
tracks and other goods in this class relating to wheels and endless tracks
for vehicles.

Trade Mark CROCOTRAC, CROCOTRAC TYRES, CROCOTRAC TIRES,
CROCOTRAC CLAMP ON TYRES
Trade Mark No 799222
Filing Date 2 July 1999
Class 12
Status Registered
Goods Tyres; tyre parts; tyre fittings; tyre assemblies; wheel rims; endless
tracks and other goods in this class relating to wheels and endless tracks
for vehicles.

UNITED STATES OF AMERICA

Trade Mark CROCODILE
Application No 76/084231
Filing Date 5 July 2000
Class 12
Status Pending
Goods Tires; tire parts; tire fittings; tire assemblies; wheel rims; endless tracks
associated goods relating to wheels and endless tracks for vehicles.

Internet Domain Names

croctyres.com
croctyres.com.au
burnstyres.com.au
burnstyres.com
burnstires.com
croctires.com
crocodiletires.com

Registered Business Name

(Registered in Western Australia No BN08946565)

"Crocodile Tyres"

EXECUTED as a deed

SIGNED as a Deed by ALAN)
ROBERT BURNS in the)
presence of:)

Witness:

Name:

Elizabeth DEVINE

Address:

PO Box 1024, Fremantle WA 6959

Occupation:

Personal Assistant

THE COMMON SEAL of CROCODILE
TYRES LTD was hereunto affixed by authority
of the Directors in the presence of:

Director

Director/Secretary

Certified true copy
of the original document

21/6/02

ALAN ROBERT BURNS

("the Assignor")

-and-

CROCODILE TYRES LTD

ACN 094 457 468

("the Assignee")

**DEED OF ASSIGNMENT OF PATENTS TRADEMARKS AND
INTELLECTUAL PROPERTY RIGHTS AND UNDERTAKING IN RELATION TO
INTERNET DOMAIN NAMES AND REGISTERED BUSINESS NAMES**

KPMG Legal

Solicitors

31st Floor, Central Park
152-158 St George's Terrace
PERTH WA 6000

Tel: (08) 9263 7100

Fax: (08) 9263 7177

Ref: Andre Sweidan